Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
LINDA THORPE,	)	
Petitioner,	)	
v.	)	CG Docket No. 03-84
GTE CORPORATION, GTE FLORIDA INCORPORATED, AT&T CORP., SPRINT-FLORIDA, INCORPORATED, and MCI WORLDCOM NETWORK SERVICES, INC.,	)	
Respondents,	)	

COMMENTS OF AT&T CORP.

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TABLE OF CONTENTS

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COMMENTS OF AT&T CORP.

Pursuant to Rule 1.415, 47 C.F.R. § 1.415, AT&T Corp. ("AT&T") submits these comments in response to the Commission's Public Notice in the above-captioned proceeding, CC Docket No. 03-84, DA 03-867 (rel. March 27, 2003) ("*Notice*").

INTRODUCTION AND SUMMARY

This proceeding arises from a lawsuit filed by Petitioner against a number of telecommunication carriers including AT&T. Petitioner has advanced various state law claims against defendants arising out of her residential telephone service. With regard to AT&T, Petitioner seeks damages because AT&T provided and charged her for long distance service

after GTE informed AT&T that Petitioner had chosen AT&T as her long distance provider. As detailed below, Petitioner's claims against AT&T are preempted by the relevant provisions of the Communications Act and the Commission's regulations. AT&T's conduct with respect to Petitioner complied with the governing Commission rules in all respects, and Petitioner's attempts to impose state law liability on AT&T directly conflict with, and are therefore preempted by, those federal law requirements.

There is no dispute that AT&T provided long distance service to Petitioner only *after* it had been informed by Petitioner's local exchange carrier ("LEC"), GTE, that AT&T had been chosen as Petitioner's long distance provider. To the extent that Petitioner's state law claims *against AT&T* are based upon an assertion that GTE misrepresented her long distance decision, those claims are clearly preempted. As the Commission recently held, interexchange carriers ("IXCs"), such as AT&T, are not required to re-verify a presubscription decision that a customer conveys to a LEC.[1] Nor can the customer hold the "innocent" IXC liable when the IXC relies upon a LEC's representation that the customer has chosen the IXC as the customer's primary interexchange carrier ("PIC"); rather, "when a LEC has assigned a subscriber to a non-affiliated carrier without authorization, and where the subscriber has paid the non-affiliated carrier the charges for the billed service, the *LEC* shall reimburse the subscriber for all charges paid by the subscriber to the unauthorized carrier and shall switch the subscriber." *2003 Slamming Order*, ¶ 87. Petitioner's state law claims, if permitted to stand, would impermissibly impose liability on innocent IXCs where the Commission has held none should exist, and would

[1] *See* Third Order on Reconsideration and Second Further Notice of Proposed Rulemaking, *In the Matter of Implementation of The Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996*, 2003 WL 1209690 at ¶¶ 86-87, CC Docket No. 94-129 (March 17, 2003) ("*2003 Slamming Order*").

require IXCs such as AT&T to re-verify every PIC change—which the Commission has determined would contravene the federal goal of an inexpensive and expeditious presubscription process—to avoid the potential for state law liability.

Further, once Petitioner began receiving service as an AT&T long distance customer, the rates, terms, and conditions of that service at all relevant times were governed by AT&T's tariff filings. Under the "filed tariff doctrine," the terms of a carrier's tariffs conclusively and exclusively establish the rights and obligations between the carrier and its customers. *See, e.g.*, *AT&T* v. *Central Office Tel., Inc.*, 524 U.S. 214, 221-26 (1998). Petitioner does not contend that the charges about which she complains were not contained in tariffs. It is settled law that there is no room for state law claims, such as Petitioner's, which merely challenge tariffed charges or other terms of service. And there is likewise no dispute that AT&T ceased providing service to (and charging) Petitioner once AT&T was notified by GTE that Petitioner had switched her long distance service to GTE's affiliate. In short, AT&T's conduct with respect to Petitioner was, at all relevant times, fully consistent with federal law requirements. Petitioner's state law claims directly conflict with those federal requirements and, if allowed to proceed, would severely undermine settled Commission policies. The Commission should, accordingly, answer Petitioner's first question in the affirmative and rule that Petitioner's state law claims against AT&T and other, similarly situated IXCs are preempted.

Petitioner's contention that she was entitled to a "local only" telephone on which no subscriber line ("SLC"), primary interexchange carrier charge ("PICC"), or other non-traffic-sensitive charges would be assessed is preempted (with respect to all defendants) for an additional reason as well. The Commission has squarely authorized the assessment of these non-traffic-sensitive charges on "no PIC" customers who choose no primary IXC, because all

customers, including those that neither make or receive interstate calls, impose non-traffic-sensitive costs. Any state law purporting to invalidate these charges would thus directly conflict with federal law. *See* First Report and Order, *In the Matter of Access Charge Reform*, 12 FCC Rcd. 15982 (1997) ("*Access Charge Order*"); *Southwestern Bell Telephone Company Co.* v. *FCC*, 153 F.3d 523, 558 (8th Cir. 1998) (any customer "who does not use the subscriber line to place or receive [interstate] calls" nevertheless "imposes the same [non-traffic sensitive] costs as a subscriber who does use the line" and should thus pay the same fee).

Petitioner's state law claims can be resolved by the federal district court without addressing the final two questions posed by Petitioner—whether federal law *requires* or, in the alternative, *allows* LECs to "bundle" local and long distance services—and the Commission need not, and therefore should not, render advisory opinions on those issues. It is not necessary to determine the circumstances (if any) under which the Communications Act could require bundling, because there is no dispute that Petitioner had both a right not to presubscribe to long distance service and an obligation to pay the non-traffic-sensitive costs of service that she challenges whether or not she presubscribed.

Nor is it necessary to determine the circumstances under which the bundling of local and other services would *violate* the Communications Act. As the Commission's prior orders (and settled antitrust law) make clear, that is not a question that can be answered in the abstract. Although bundling is generally procompetitive, bundling by a carrier with market power can, in some circumstances, impede competition, be unreasonable, and thus violate the Communications Act. But Petitioner's complaint alleges only state law violations, and there is thus no reason to address in this proceeding the limits that the Communications Act places upon bundling by a dominant LEC. *See* Report and Order, *In the Matter of Policy and Rules*

Concerning the Interstate, Interexchange Marketplace, 16 FCC Rcd. 7418, ¶ 12, 33-37, 42-46 (2001) ("*Bundling Order*"); *see also* Further Notice of Proposed Rulemaking*, In the Matter of Section 272(f)(1) Sunset of the BOC Separate Affiliate and Related Requirements*, WC Docket No. 02-112, ¶¶ 25-30 (rel. May 19, 2003) ("*ILEC Long Distance NPRM*").

BACKGROUND

The allegations in Petitioner's complaint demonstrate that she has no viable state law claim against AT&T. According to Petitioner, sometime in 1997 or 1998, she requested GTE to install an extra phone line in her home. *See Linda Thorpe* v. *GTE Corp., et al.*, Civil Case No. 0003537, Complaint, ¶ 9 (Fla. Hillsborough County Ct. Aug. 9, 2002) ("Complaint"). Petitioner claims that GTE arbitrarily assigned AT&T as the long distance provider. *Id.* ¶ 10. For several months, Petitioner did not intend to use the line exclusively for local service. *Id.* ¶ 9; *see also id.* ¶ 12 ("exclusively" for local service starting in January 1999). Rather, according to her own allegations, Petitioner "needed" long distance service and made long distance phone calls during this initial period. *Id.* ¶ 12.

It was not until December 1998 that Petitioner claims that she chose to dedicate the line exclusively for local computer services. *Id.* ¶ 11. Up until that point, Petitioner did not object to the assignment of AT&T as her long distance provider, and, in fact, she used AT&T's long distance service. Upon receipt of her January 1999 bill, Petitioner claims that she decided that she would "no longer be needing" long distance service and phoned GTE to request the termination of that service. Petitioner does not allege that she spoke to anyone at AT&T at any time regarding long distance service.

According to Petitioner, GTE allegedly represented to her that she was required to have such service, whether or not she had any use for it. *Id.* ¶ 12. When Petitioner received

another long distance bill in March 1999, she claims that she called GTE to complain a second time. *Id.* ¶ 14. Allegedly, GTE reiterated that long distance service was required, but said that, if she switched to GTE, there would be no monthly minimum charge such as the one imposed by AT&T. It is undisputed that AT&T stopped providing service and charging Petitioner when AT&T was informed that Petitioner intended to switch to GTE.[2] Petitioner does not dispute that the long distance fees she now challenges are all enumerated under the terms of defendants' tariffs.

Petitioner filed a complaint in Florida state court disputing the long distance charges on her bill. The complaint raised state law claims, including breach of contract, breach of the implied duty of good faith and fair dealing, and violation of Florida's Unfair and Deceptive Trade Practices Act. *Id.* ¶¶ 37-70. Petitioner did not allege a violation of any provision of the Communications Act.

Petitioner requests a declaratory ruling on three questions: "1) whether the state claims set forth by Petitioner in the complaint are preempted by the Communications Act giving exclusive jurisdiction to the Federal Communications Commission; 2) whether local telephone service providers may provide local service only to their customers, or must, by virtue of their filed tariff rates or otherwise, bundle local service with long distance service, even where a customer has no need for long distance service; and 3) if long distance service is not required to be bundled with local service in all events, if the practice of bundling these services is a violation of the Communications Act." *Notice* at 1. Although, as noted, these questions are not properly tailored to the issues in dispute in the court proceeding, AT&T addresses each question below.

[2] *See* § 2.5.8.B of AT&T Communications Tariff No. 1, 14th revised page 26.3 (eff. Jul. 30, 1998) (stating that "AT&T requires notice when LDMTS is to be discontinued").

ARGUMENT

I. PETITIONER'S STATE LAW CLAIMS AGAINST AT&T ARE PREEMPTED.

Plaintiff's state law claims against AT&T are preempted by federal law. Plaintiff does not dispute that AT&T began providing her service after AT&T had been assigned as Petitioner's long distance provider. To the extent that Petitioner contends that AT&T was obligated to re-verify that assignment, that state law claim is preempted by federal law because the Commission has determined that IXCs are not required to re-verify that a LEC accurately assigned a customer to an IXC to provide long distance service. *See 2003 Slamming Order*, ¶¶ 86-87. Once Petitioner was a customer of AT&T, the rates, terms, and conditions of that service were at all relevant times governed by the terms reflected in AT&T's tariff. As a result, Petitioner's state law challenges to the charges reflected in that tariff are preempted by federal law. Finally, even apart from the relevant tariff provisions, Petitioner's claims are preempted to the extent she is challenging the non-traffic-sensitive costs of service, because the Commission has held that *all* subscribers of wireline local service must pay these charges, and no state law can invalidate them.

A. Petitioner's Claim That AT&T Was Required To Re-Verify The Assignment Of Long Distance Service Conflicts With Federal Law.

Under Commission and Supreme Court precedent, "[p]re-emption occurs" whenever "the state law stands as an obstacle to the accomplishment and execution of the full objectives of Congress."[3] Further, "[i]t is well-established that '[p]re-emption may result not

[3] Declaratory Ruling, *In the Matter of Federal-State Joint Board on Universal Service*, 15 FCC Rcd. 15168, ¶ 8 (2000) ("*Federal-State Declaratory Ruling*") (citing *Louisiana Public Service Commission* v. *FCC*, 476 U.S. 355, 368-69 (1986)); *see also id.*, ¶¶ 25-31; *Hines* v. *Davidowitz*, 312 U.S. 52, 67 (1941); Memorandum Opinion and Order, *In the Matter of New England Public Communications Council Petition for Preemption Pursuant to Section 253*, 11 FCC Rcd. 19713, ¶ 26 (1996) ("*New England Public Communications Council* "); Order, *In the Matter of TCI Communications, Inc.*, 11 FCC Rcd. 14696, ¶ 26 (1996) ("*TCI Communications*").

only from action taken by Congress itself," but also from the rules of "a federal agency acting within the scope of its congressionally delegated authority.'"[4] Thus, "[t]o the extent that any State requirements are inconsistent with the Commission's regulations, the Commission's regulations on such matters shall preempt such State requirements." *New England Public Communications Council*, ¶ 26; *see also Federal-State Declaratory Ruling*, ¶ 27; *TCI Communications*, ¶ 26.

Under this authority, Petitioner's state law claims against AT&T are preempted. Petitioner's claims against AT&T are predicated upon the theory that state law required AT&T to re-verify that Petitioner had chosen AT&T to provide long distance service. Any state law deeming AT&T liable under these circumstances would pose a direct conflict with Commission precedent holding that IXCs, such as AT&T, need not re-verify when a LEC informs the IXC that a customer has signed up for long distance service without that customer's authorization. *See 2003 Slamming Order*, ¶¶ 86-87. As the Commission explained, these IXCs have no responsibility to attempt such a verification. Indeed, the Commission has explained that such re-verifications "would be expensive, unnecessary, and duplicative." *Id.*, ¶ 6. Moreover, requiring IXCs to serve as watch dogs of the LECs would also undermine the Commission's objective of ensuring that PIC requests are executed "without unreasonable delay and using the most technologically efficient means available." *Id.* Thus, the Commission has made clear that when a LEC informs an IXC regarding a new customer, the IXC must presume (without re-verification) that the customer made the choice. *See id.*, ¶¶ 86-87.

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[4] *Federal-State Declaratory Ruling*, ¶ 8 (quoting *Louisiana PSC*, 476 U.S. at 369); *see also Fidelity Federal Savings and Loan Ass'n* v. *De La Cuesta*, 458 U.S. 141, 153-54 (1982); *City of New York* v. *FCC*, 486 U.S. 57, 64 (1988) ("The statutorily authorized regulations of an agency will pre-empt any state or local law that conflicts with such regulations or frustrates the purposes thereof.").

As the Commission has explained, liability against IXCs based upon a LEC's misrepresentation of customer authorization would be inappropriate because they are "'innocent' parties," *id.*, ¶ 87, and do not even know the identity of the customer of record for the line, let alone whether she was properly presubscribed. *See* Third Report and Order and Second Order on Reconsideration, *Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd. 15996, 16020, ¶ 47 n.145 (2000). Because IXCs have no information on whether a new presubscription was obtained without customer approval, it would "be unfair to hold [them] liable." *2003 Slamming Order*, ¶ 86. Because the state law on which Petitioner relies would hold innocent IXCs liable—and would impose additional burdens on the provision of long distance service, making it more expensive and less efficient—they are preempted by federal law.

B. The Filed Tariff Doctrine Preempts Petitioner's Challenges To AT&T's Charges During The Period She Took Service From AT&T.

Of course, once Petitioner had been assigned to AT&T (and Petitioner received AT&T's services without objection), both AT&T and Petitioner were bound during the relevant period by the terms of AT&T's tariff. That is dispositive of Petitioner's state law challenges to the charges collected by AT&T. As the Supreme Court has held, "deviation from [the tariff] is not permitted upon any pretext." *Central Office Telephone*, 524 U.S. at 222-23. Under decades of Supreme Court precedent, the terms of a carrier's tariffs conclusively and exclusively establish the rights and obligations between the carrier and its customers. *See Central Office Telephone*, 524 U.S. at 221-26.[5] State law cannot supplement these rights. Rather, "[t]he legal

[5] *See also Maislin Indus., U.S. Inc.* v. *Primary Steel, Inc.*, 497 U.S. 116, 126-27 (1990); *Western Union Telegraph Co.* v. *Esteve Bros. & Co.*, 256 U.S. 566, 572 (1921); *ICOM Holding, Inc.* v. *MCI WorldCom, Inc.*, 238 F.3d 219, 221 (2d Cir. 2001); *Cahnmann* v. *Sprint Corp.*, 133 F.3d 484, 487 (7th Cir. 1998); *Ivy Broadcasting Co.* v. *AT&T Co.*, 391 F.2d 486, 491 (2d Cir. 1968); *A.S.I. Worldwide Communications Corp.* v. *WorldCom, Inc.*, 115 F. Supp. 2d 201, 208 (D.N.H.

rights of [the customer] as against [the] carrier . . . are measured by the published tariff," and "[t]he rights as defined by the tariff cannot be varied or enlarged by either contract or tort of the carrier." *Maislin*, 497 U.S. at 126 (*quoting Keogh* v. *Chicago & Northwestern Ry.*, 260 U.S. 156, 163 (1922)).[6]

Petitioner does not deny that "[e]ach of the charges that [she] disputes is contained in tariffs filed with the FCC." Petition in Docket No. 03-84 (filed Aug. 9, 2002) ("Petition"), Exhibit E, GTE Florida Inc. and AT&T Corp.'s Memorandum Of Law In Support Of Their Dispositive Motion To Dismiss Pursuant To Federal Civil Procedure Rule 12(b)(6), at 7 ("Defendant's Br."). Instead, she complains only of the alleged "imposition of long distance service" through defendants' "decept[ion]." Petition at 6, 10. But Petitioner has alleged no deception on the part of AT&T, and therefore Petitioner cannot deprive AT&T of the benefit of the terms in AT&T's filed tariff. Indeed, the filed tariff doctrine applies even when a carrier allegedly makes intentional misrepresentations to the customer. *See Central Office Telephone*,

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2000); *World Access USA Corp.* v. *AT&T Corp.*, No. 99-1864, 2000 WL 297845, at *3 (S.D. Fla. Feb. 2, 2000).

[6] The Supreme Court recently reaffirmed these principles in *AT&T* v. *Central Office Tel., Inc*. There, as here, the issue was whether a customer could maintain state law claims for breach of contract and breach of the implied covenant of good faith and fair dealing based upon express promises that were not contained in the filed tariff. *See* 524 U.S. at 220. The Court held that the filed-tariff requirements of the Communications Act preempted these claims because "deviation from [the tariff] is not permitted upon any pretext." *Id.* at 222-23. Even when the result might seem harsh, the Court explained, state law is preempted because "strict application is necessary" to uphold the Congress's goal of "'prevent[ing] unjust discrimination.'" *Id.* (quoting *Louisville & Nashville R. Co.* v. *Maxwell*, 237 U.S. 94, 97 (1915)). As the Court made clear, Congress's "policy of nondiscriminatory rates is violated when similarly situated customers pay different rates for the same services." *Id.* at 223.

524 U.S. at 222. *A fortiori*, the filed tariff doctrine protects AT&T from state law claims when there is no allegation that it has done anything improper.[7]

II. PETITIONER'S STATE LAW CLAIM THAT SHE IS ENTITLED TO A "LOCAL ONLY" SERVICE THAT EXCLUDES PICC, SLC AND OTHER FEDERALLY AUTHORIZED CHARGES ARE PREEMPTED.

In addition to the preemption question, the *Notice* also asks whether LECs "must, by virtue of their filed tariff rates or otherwise, bundle local service with long distance service." *Notice* at 1. This Commission need not resolve this "bundling" issue in this proceeding, because Defendants do not contend that the Communications Act mandates the bundling of local and long distance services.

As GTE and AT&T made clear in their brief to the court, customers have an option not to presubscribe to any long distance provider. *See* Defendant's Br. at 9 n.10. GTE and AT&T noted that a customer can "choose[] no presubscribed interexchange carrier," in which case, "the call must use a 'dial around' service, where the caller dials '1010+XXX+1+area code+number,' where XXX is the interexchange carrier's access code." *Id.* In arguing that there is no such thing as "a 'local-only' telephone line" that "is completely detached from any other part of the regulated telecommunications network," *id.* at 12, defendants were simply making the

[7] Petitioner cannot avoid preemption by arguing that she is "not challenging the Defendants' charges," but rather the terms and conditions of service. *Id.* at 6. The Supreme Court, in *Central Office Telephone*, made clear that the filed tariff doctrine applies to all "subjects that are specifically addressed in the filed tariff." *Id.* at 225 (emphasis omitted). The cases that Petitioner cites pre-date *Central Office Telephone*, and thus lend no support to Petitioner's argument, which runs head long against this controlling precedent. *See* Petition, at 7-8, 10. Nor can Petitioner rely upon the saving clause in the Communications Act (§ 414). The Supreme Court squarely rejected the same argument in *Central Office Telephone*, explaining that "we have long held that [a savings clause] preserves only those rights that are not inconsistent with the statutory filed-tariff requirements. A claim for services that constitute unlawful preferences or that directly conflict with the tariff—the basis for both the tort and contract claims here—cannot be 'saved' under § 414." 524 U.S. at 227.

unremarkable point that all lines consist of a loop that connects the customer to a switch in the LEC's office, and that, under the Commission's rules, LECs are permitted to recover the non-traffic-sensitive costs of this loop through various line charges.

Petitioner's state law claim that a local only line is an option are clearly preempted. In the *Access Charge Order*, the Commission held that *all* subscribers of wireline service—even those who do not presubscribe to long distance—are required to pay these non-traffic-sensitive costs, including the cost of the local loop. *See Access Charge Order*, ¶¶ 23-24, 35-39, 54-60, 88-110. Indeed, the Commission specifically permitted LECs to collect the PICC "from any customer who does *not* select a presubscribed carrier." *Id.*, ¶ 92 (emphasis added). The Eighth Circuit subsequently affirmed this imposition of non-traffic-sensitive costs on all telephone customers, even if they do not "use the subscriber line to place or receive [interstate] calls." *Southwestern Bell Telephone*, 153 F.3d at 558 (internal quotation marks and citations omitted). As the Eighth Circuit explained, "[s]imply by requesting telephone service, the subscriber 'causes' local loop costs, whether it uses the service for intrastate or interstate calls." *Id.*

Thus, as AT&T explained below, the Communications Act "simply do[es] not provide any LEC with the option of offering a 'local only' telephone line." Defendants Br. at 12. Although a customer has a right not to presubscribe, she cannot avoid "pay[ing] the charges associated with access to the long distance network" (which she can access through calling card or other "dial-around" services even if she does not presubscribe). *Id.* Federal law permits carriers to impose non-traffic sensitive charges on all consumers, *see id.* at 12, 14, and thus state law cannot preclude carriers from implementing these charges. Any such state law is preempted

because it would "stand[] as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress," *Hines*, 312 U.S. at 67.

III. PETITIONER DOES NOT ALLEGE ANY VIOLATION OF THE COMMUNICATIONS ACT, AND THE COMMISSION SHOULD DECLINE TO ISSUE AN ADVISORY OPINION REGARDING THE LIMITS THE COMMUNICATIONS ACT IMPOSES ON LEC BUNDLING OF LOCAL AND LONG DISTANCE SERVICES.

Finally, the Commission should decline to address the third question raised by Petitioner: whether "the practice of bundling" local and long distance services "is a violation of the Communications Act." That issue is not remotely raised in the district court proceeding for the simple reason that Petitioner does not allege any violation of the Communications Act. Moreover, as the Commission has previously recognized, the reasonableness or unreasonableness of bundling is not a question that can be answered in the abstract.

To the contrary, both the Commission and the antitrust authorities have long recognized that although bundling is generally procompetitive and reasonable, bundling by a dominant carrier with market power in one or both services can be anticompetitive and unreasonable and, therefore, a violation of Section 201 of the Communications Act. *See Bundling Order*, ¶¶ 12, 33 (recognizing that, "because the local exchange market is not substantially competitive and because incumbent LECs have market power," the Commission must consider "the risk that the incumbents can act anticompetitively"); *see also ILEC Long Distance NPRM*, ¶¶ 25 ("[A]re bundled service package offerings viewed as sufficiently substitutable by a sufficiently large percentage of customers to constrain the exercise of market power by the BOCs and independent LECs?"); *id.* ¶ 26 ("Within each customer class and relevant service and geographic market, we seek comment on whether the BOCs and independent LECs possess market power and are likely to be able to exercise such power."); *id.* ¶¶ 27-30. Accordingly, the Commission should not (and could not rationally on this record)

make any categorical or abstract determinations about the limits the Communications Act places on the bundling of local and long distance services by dominant LECs.[8]

CONCLUSION

For the foregoing reasons, the Commission should declare Petitioner's state law claims preempted and should not address the other issues raised in the *Notice*.

Respectfully submitted,

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[8] The Commission has ample authority to decline to address referred issues that are not raised in the court proceedings, particularly where, as here, the record provides an inadequate basis for decision. *See*, *e.g.*, Fifth Report and Order and Further Notice of Proposed Rulemaking, *In The Matter of Access Charge Reform*, 14 FCC Rcd. 14221 (1999); *Orloff* v. *Vodafone AirTouch Licenses LLC*, 17 FCC Rcd. 8987, 8999 n.83 (2002) (declining to address issue where "the record provides an inadequate basis on which to properly assess the merits of the argument").

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of June, 2003, I caused true and correct copies of the foregoing Comments of AT&T Corp. to be served on all parties by mailing, postage prepaid to their addresses listed on the attached service list.

Dated: June 06th, 2003
Washington, D.C.

/s/ Jonathan F. Cohn
Jonathan F. Cohn

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